



BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**JUNE 11, 2015
3:00 PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 134

B

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE 2015
COLDMILLING AND RESURFACING PROJECT. Tallarino**

RES. NO. 135

C

**AUTHORIZING THE DELETION OF ONE POSITION OF LABORER IN THE
DEPARTMENT OF CITY YARD AND THE CREATION OF ONE POSITION OF
MECHANICAL EQUIPMENT OPERATOR WITHIN THE DEPARTMENT OF
CITY YARD. Tallarino**

RES. NO. 136

D

AUTHORIZING THE DELETION OF ONE POSITION OF HOUSING INSPECTOR AND THE CREATION OF ONE POSITION OF HOUSING INSPECTOR TRAINEE WITHIN THE DEPARTMENT OF CODE ENFORCEMENT. Domenico

RES. NO. 137

F

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CHASE PAYMENTECH. Nolan

RES. NO. 138

G

AUTHORIZING AN EXTENSION OF A CONTRACT WITH ATLANTIC TESTING LABORATORIES. Tallarino

RES. NO. 139

H

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY LOCATED AT 213 E. WHITESBORO STREET VIA DEED IN LIEU OF FORECLOSURE. Benedict

RES. NO. 140

I

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL LOCATED ON 404 DEPEYSTER STREET TO BUYER. Domenico

RES. NO. 141

J

AWARDING CONTRACT TO L.P. TRUCKING & EXCAVATING LLC, FOR RELATING TO THE CAPITOL STEPS GREEN INFRASTRUCTURE PROJECT. DiBari

RES. NO. 142

K

AWARDING CONTRACT TO CYCON EQUIPMENT INC., FOR SUPPLY OF (1) 2015 MECHANICAL 3-WHEEL STREET SWEEPER WITH OPTIONS. Piekarski

RES. NO. 143

L

AWARDING CONTRACT TO C.O. FALTER CONSTRUCTION, FOR THE CONSTRUCTION OF THE UV FACILITY. Tallarino

RES. NO. 144

M

AWARDING CONTRACT TO BEKEN CONTRACTING SERVICES, FOR THE ELECTRICAL AND INSTRUMENTATION FOR THE CONSTRUCTION OF THE UV FACILITY. Tallarino

RES. NO. 145

N

AWARDING CONTRACT TO RICK TURK TREE SERVICE, INC., FOR TREE REMOVAL SERVICES. Piekarski

RES. NO. 146

O

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 147

P

AUTHORIZING THE DELETION OF ONE POSITION OF WATER FILTRATION TREATMENT PLANT OPERATOR AND THE CREATION OF ONE POSITION OF LABORER AND WATER TREATMENT PLANT OPERATOR TRAINEE WITHIN THE WATER FILTRATION DEPARTMENT. Tallarino

7. TABLED RESOLUTIONS

8. ADJOURNMENT

RESOLUTION NO. 134

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE 2015 COLDMILLING AND RESURFACING PROJECT

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the 2015 Coldmilling and Resurfacing Project; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on June 25, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 135

AUTHORIZING THE DELETION OF ONE POSITION OF LABORER IN THE
DEPARTMENT OF CITY YARD AND THE CREATION OF ONE POSITION OF
MECHANICAL EQUIPMENT OPERATOR WITHIN THE DEPARTMENT OF CITY YARD

By _____:

WHEREAS, it is the recommendation of Frank D. Tallarino, Commissioner of the Department of Public Works for the City of Rome, that one (1) position of Laborer be deleted and the creation of one (1) position of Mechanical Equipment Operator occur within the Department of City Yard, effective June 15, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Laborer be deleted and the creation of one (1) position of Mechanical Equipment Operator occur within the Department of City Yard, effective June 15, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED:

DEFEATED:

RESOLUTION NO. 136

AUTHORIZING THE DELETION OF ONE POSITION OF HOUSING INSPECTOR
AND THE CREATION OF ONE POSITION OF HOUSING INSPECTOR TRAINEE
WITHIN THE DEPARTMENT OF CODE ENFORCEMENT

By _____:

WHEREAS, it is the recommendation of Mark Domenico, Chief Code Enforcement Officer for the City of Rome, that one (1) position of Housing Inspector be deleted and the creation of one (1) position of Housing Inspector Trainee occur within the Department of Code Enforcement, effective June 15, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Housing Inspector be deleted and the creation of one (1) position of Housing Inspector Trainee occur within the Department of Code Enforcement, effective June 15, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

RESOLUTION NO. 137

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH CHASE PAYMENTECH

By _____:

WHEREAS, David Nolan, Treasurer for the City of Rome, has recommended that the City of Rome, New York, enter into an agreement with Chase Paymentech, for payment processing instructions and guidelines in order to use their services to process electronic payments for tax, fee and insurance collections received by the City of Rome, New York; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Chase Paymentech, for payment processing instructions and guidelines in order to use their services to process electronic payments for tax, fee and insurance collections received by the City of Rome, New York, pursuant to the terms provided in the attached agreement, which by this reference is made a part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES
(For use by Paymentus' U.S.-based clients)

Paymentech, LLC ("Paymentech" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Paymentus Corporation** in providing you with state-of-the-art payment processing services. When your Customers pay you through Paymentus Corporation, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Paymentus Corporation. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Paymentus Corporation service. We understand and acknowledge that you have contracted with Paymentus Corporation to obtain Card processing services on your behalf and that Paymentus Corporation may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (1) Accept **all** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
 - (2) Accept **only** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
 - (3) Accept **only** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Paymentus Corporation. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
 - (2) An authorization/approval code was required and not obtained;
 - (3) The Transaction was fraudulent;
 - (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
 - (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Paymentus Corporation. In the event that you do happen to receive Card Information in connection with the processing services provided by Paymentus Corporation or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

| | |
|---------------------|---------------------------|
| Name of Bank: _____ | NBT Bank |
| ABA No.: _____ | 021303618 |
| Account No.: _____ | 7003126239 |
| Account Name: _____ | City of Rome General Fund |
| Reference: _____ | |

6. **Convenience Fee Transactions.** You and Paymentus Corporation hereby agree that

- All Convenience Fee Transactions will be submitted by Paymentus Corporation to Paymentech under that certain Submitter Agreement entered into by and between Paymentus Corporation and Paymentech; and
- All Card transactions will be submitted by Paymentus Corporation on your behalf to Paymentech under the terms of these Payment Processing Instructions and Guidelines.

7. **Definitions**

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"Convenience Fee Transaction" is a Transaction representing a charge to a customer's Card for the convenience of using the payment channel offered by you and Paymentus Corporation.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Paymentus Corporation from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

City of Rome

MERCHANT LEGAL NAME (Print or Type)

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

Paymentus Corporation

3455 Peachtree Rd NE 5th Fl, Atlanta, GA 30326

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By:

Print Name: David Miller

Title: Managing Director of Credit

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

INTERNAL PAYMENTECH USE

Merchant Name: City of Rome

Date Printed

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Paymentech Contract No. 000160

May 12, 2015

Note: When setting up multiple bank accounts, please complete a separate form for each.

SECTION 9: BANK ACCOUNT INFORMATION

| Check only one of the 7 options below | Settlement Currency in which we will fund to you | Deposit (Country where your Bank Acct Resides) | Complete all sections listed: |
|---|---|--|---------------------------------------|
| Option #1 <input checked="" type="checkbox"/> | USD | USA (See section A Note section) | A, E |
| Option #2 <input type="checkbox"/> | CAD | CAN | B1 to B3, E |
| Option #3 <input type="checkbox"/> | USD | CAN | B1 to B3, D3, D4, E |
| Option #4 <input type="checkbox"/> | USD | Int'l _____ (list country funds are being deposited in) | C1 to C3, D1, D3, D4, E |
| Option #5 <input type="checkbox"/> | <input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR | Euro Bank or <u>SAME</u> as presentment/settlement currency | C1 and/or C2, C3, E |
| Option #6 <input type="checkbox"/> | <input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR, <input type="checkbox"/> USD | If <u>DIFFERENT</u> than Settlement Currency Int'l _____ (list country funds are being deposited in) | C1 and/or C2, C3, D1 and/or D2, D4, E |
| Option #7 <input type="checkbox"/> | <input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR | CAN | B1 to B3, D1, D4, E |

Section A: US BANK ACCOUNT INFORMATION

(select only one method of transfer)

| | | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|-------------------------------|
| <input checked="" type="checkbox"/> ACH Transfer | 0 | 2 | 1 | 3 | 0 | 3 | 6 | 1 | 8 | (ABA #) |
| <input type="checkbox"/> Wire Transfer (See Note) | | | | | | | | | | (Fedwire#/Routing #) |
| <input type="checkbox"/> Swift Transfer (See Note) | | | | | | | | | | (Swift Code: (8 to 11 bytes)) |

Please Note: Swift code is required if your division is located outside of the US or Canada and is settling funds in USD.
 Wire transfer requires both ACH ABA# and Fedwire#/Routing#.

Special Wire Instructions: (60 bytes)

| | | | |
|---|------------|--|---------------------------|
| Bank Account #: | 7003126239 | Company Name: (As appears on Bank Account) | City of Rome General Fund |
| Financial Institution Name: | NBT Bank | | |
| City: | Rome | State: | NY |
| Zip/Postal Code: | 13440 | Country: | United States |
| <input type="checkbox"/> Checking OR <input type="checkbox"/> Savings | | | |

Section B: CANADIAN BANK ACCOUNT INFORMATION: Transfer Method EFT Only

| | | | | |
|---|-----------------------------|-----------|--|------------------------|
| B1 | Institution Number: | | EFT Branch Transit Number: | |
| B2 | Swift Code: (8 to 11 bytes) | | (required if settlement is USD) | |
| B3 | Bank Account # | | Company Name: (As appears on Bank Account) | |
| | Financial Institution Name: | | | |
| | City: | Province: | Postal Code: | Country: Canada |
| <input type="checkbox"/> Checking OR <input type="checkbox"/> Savings | | | | |



Merchant Services • 4 Northeastern Boulevard, Salem, NH 03079-1952 • www.chasepaymentech.com •
Phone: (603) 896-6000 • Fax: (603) 896-8715 • Merchant_Services@ChasePaymentech.com

Section C: FINAL DESTINATION BANK

Account Where Your Funds are Deposited

| | | | | | | | | | | | | | |
|----|--|--|-----------------------|--|--|--------------------|--|--|----------------|--|--|--|--|
| C1 | Swift Code: (8 to 11 bytes) | | | | | | | | | | | | |
| C2 | Sort Code: (Required in Great Britain Only) | | | | | | | | | | | | |
| C3 | IBAN/Bank Account # _____ | | | | | | | | | | | | |
| | Company Name: (As appears on Bank account) _____ | | | | | | | | | | | | |
| | Financial Institution Name: _____ | | | | | | | | | | | | |
| | City: _____ | | State/Province: _____ | | | Postal Code: _____ | | | Country: _____ | | | | |
| | Special Wire Instructions: (60 bytes) _____ | | | | | | | | | | | | |

Section D: INTERMEDIARY/CLEARING BANK ACCOUNT INFORMATION

Note: For Int'l Deposits going through J.P. Morgan Chase in London, Intermediary is not required. Complete Section "C" only

| | | | | | | | | | | | | | |
|----|---|--|-----------------------|--|--|------------------------|--|--|----------------|--|--|--|-------------|
| D1 | Swift Code: (8 to 11 bytes) | | | | | | | | | | | | |
| D2 | Sort Code: (Required in Great Britain Only) | | | | | | | | | | | | |
| D3 | Wire Transfer: (USA Only) | | | | | | | | | | | | (Routing #) |
| D4 | Financial Institution Name: _____ | | | | | | | | | | | | |
| | City: _____ | | State/Province: _____ | | | Postal Code/Zip: _____ | | | Country: _____ | | | | |
| | Special Wire Instructions: (60 bytes) _____ | | | | | | | | | | | | |

Section E: Signature

"On behalf of _____, I, _____, represent and warrant
(Merchant Legal Name) (Print Name)

that I have the authority to add banking information and I verify that the above banking information is accurate and should be used to transfer funds accordingly."

Authorized Signature* Title Date

(*Must be signed by Executive or Financial Contact)

Note: In order to process this request, please attach an original voided check (starter check or bank statements not applicable) or a bank letter of verification.

ATTACH VOIDED CHECK HERE

| | | | | | |
|--|-----------|-----------------------|---|-----------------|--|
| 1 COMPANY INFORMATION Federal regulations require that we collect and retain for our records information to verify merchant identity. | | | | | |
| COMPANY LEGAL NAME: City of Rome | | | TAXPAYER ID 15-6000414 | | |
| REGISTERED TRADE NAME: City of Rome | | | YEAR BUSINESS STARTED 1870 | | |
| PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX) 198 N. Washington St | | | | | |
| CITY: Rome | STATE: NY | ZIP CODE 13440 | | | |
| PRIMARY CONTACT: Pasquale Lisandrelli | | | TELEPHONE #: (315) 335-4042 | | |
| TYPE OF ENTITY <input type="checkbox"/> Municipal Utility <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Public Utility <input type="checkbox"/> Private Utility <input type="checkbox"/> Public Corporation <input type="checkbox"/> Private Corporation <input type="checkbox"/> Govt. Agency <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non Profit <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> LLC* * IF LLC, TAXED AS: <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation | | | | | |
| STATE OF FORMATION: New York | | | DATE OF FORMATION (MM/DD/YYYY): 2/23/1870 | | |
| TRADING SYMBOL: | | | FISCAL YEAR END (MM/DD/YYYY): | | |
| HAS MERCHANT EVER FILED BANKRUPTCY? | | IF YES, WHAT CHAPTER? | | FILING DATE: | |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | EMERGENCE DATE: | |
| DO YOU HAVE LOCATIONS, SELL GOODS OR SERVICES, OR HAVE VENDORS OR SUPPLIERS IN COUNTRIES SANCTIONED BY THE US? (CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, CRIMEA REGION) | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| DO YOU HAVE ANY SIGNIFICANT BUSINESS OPERATIONS (>10% OF OPERATIONS) OUTSIDE OF THE U.S.? | | | | | <input type="checkbox"/> YES (EXPLAIN BELOW AND LIST COUNTRIES) <input checked="" type="checkbox"/> NO |
| WHO ARE YOUR CUSTOMERS? (SELECT ALL THAT APPLY) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> MANUFACTURERS <input type="checkbox"/> CHARITABLE ORGANIZATIONS <input type="checkbox"/> RETAIL BUSINESS <input type="checkbox"/> WHOLESALERS <input type="checkbox"/> NON-PROFITS <input type="checkbox"/> SERVICE PROVIDERS <input type="checkbox"/> GOVERNMENT ENTITIES <input type="checkbox"/> OTHER (EXPLAIN) | | | | | |
| DO YOU HAVE ANY MAJOR CUSTOMERS (>10% OF SALES) OUTSIDE OF THE U.S.? | | | | | <input type="checkbox"/> YES (EXPLAIN BELOW AND LIST COUNTRIES) <input checked="" type="checkbox"/> NO |
| WHO ARE YOUR SUPPLIERS / VENDORS? (SELECT ALL THAT APPLY) <input type="checkbox"/> RETAILERS <input type="checkbox"/> WHOLESALERS <input type="checkbox"/> MANUFACTURERS <input type="checkbox"/> IMPORT SERVICES <input type="checkbox"/> OTHER: (EXPLAIN) | | | | | |
| DO YOU HAVE ANY MAJOR SUPPLIERS OR VENDORS (>10% OF MERCHANDISE) OUTSIDE OF THE U.S.? | | | | | <input type="checkbox"/> YES (EXPLAIN BELOW AND LIST COUNTRIES) <input checked="" type="checkbox"/> NO |
| TOTAL BUSINESS REVENUE – THE TOTAL AMOUNT OF YOUR COMPANY’S ANNUAL SALES AND OTHER SOURCES OF INCOME (US AND FOREIGN COMBINED) TOTAL BUSINESS REVENUE: _____ AS OF FISCAL YEAR ENDING: _____ SOURCE OF REVENUE (SELECT ALL THAT APPLY) <input type="checkbox"/> SALE OF GOODS <input type="checkbox"/> SALE OF ASSETS <input type="checkbox"/> GRANTS / DONATIONS <input type="checkbox"/> SALE OF SERVICES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> OTHER: (EXPLAIN) _____ | | | | | |
| TOTAL BUSINESS ASSETS – THE SUM OF ALL CASH, INVESTMENTS, RECEIVABLES, ETC. OWNED BY THE BUSINESS (US AND FOREIGN COMBINED) TOTAL ASSET VALUE: _____ AS OF DATE: _____ SELECT PRIMARY COUNTRY OF ASSETS <input type="checkbox"/> US <input type="checkbox"/> OTHER COUNTRY (NAME) _____ | | | | | |

| | | | | |
|----------|---|--|--|--|
| 2 | OWNERS (Ownership is not required if you are a public entity, non-profit, or municipality. All other entity types must disclose ownership.) OWNERS MUST PROVIDE SOCIAL SECURITY NUMBER. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST. ATTACH ADDITIONAL SHEETS, IF NECESSARY, ALONG WITH SIGNATURES OF ANY OWNER WHO IS AN INDIVIDUAL. | | | |
|----------|---|--|--|--|

| | | | | | |
|----------------|--|----------------------------------|--|------------------------------------|---|
| NAME | | SOCIAL SECURITY OR TAX ID NUMBER | | BIRTHDATE OR DATE OF INCORPORATION | |
| STREET ADDRESS | | | | TELEPHONE NUMBER | |
| CITY | | STATE | | ZIP CODE | |
| SIGNATURE | | | | PERCENT OWNERSHIP | % |

| | | | | | |
|----------------|--|----------------------------------|--|------------------------------------|---|
| NAME | | SOCIAL SECURITY OR TAX ID NUMBER | | BIRTHDATE OR DATE OF INCORPORATION | |
| STREET ADDRESS | | | | TELEPHONE NUMBER | |
| CITY | | STATE | | ZIP CODE | |
| SIGNATURE | | | | PERCENT OWNERSHIP | % |

| | |
|--|--|
| DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP? | |
| <input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) | <input checked="" type="checkbox"/> NO |
| IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS? | |
| <input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) | <input checked="" type="checkbox"/> NO |

| | |
|--------------------|---------------------|
| 3 | OFFICERS |
| COMPANY PRESIDENT: | Joseph R. Fusco Jr. |
| COMPANY CFO: | David C. Nolan |

| | |
|--|---|
| 4 | AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION |
| <p>AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.</p> | |

| | | | |
|---------------------|----------------------|----------------------|------------------------------|
| NAME (please print) | Pasquale Lisandrelli | TITLE (please print) | Deputy Treasurer |
| TELEPHONE NUMBER | (315) 339-7680 | EMAIL ADDRESS: | plisandrelli@romecitygov.com |
| SIGNATURE | | DATE: | |

| | | | |
|--|----------------------|----------------------|--|
| 5 | CERTIFICATION | | |
| <p>I, the undersigned, being an officer/principal of _____, represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information.</p> <p>(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)</p> | | | |
| NAME (please print) | | TITLE (please print) | |
| SIGNATURE | | DATE | |

| | |
|-------------------------------------|-----------------------|
| PAYMENTECH INTERNAL USE ONLY | |
| SUBMITTER NAME | Paymentus Corporation |

*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.

RESOLUTION NO. 138

AUTHORIZING AN EXTENSION OF A CONTRACT WITH
ATLANTIC TESTING LABORATORIES

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, by Resolution No. 236 adopted August 28, 2014, authorized the Mayor of the City of Rome to enter into an agreement with Atlantic Laboratories, for construction material engineering and testing services relative to the Wastewater Treatment Facility, at a contract price not to exceed \$5,000.00, with an expiration of March 31, 2015; and

WHEREAS, Frank Tallarino, Commissioner of the Department of Public Works for the City of Rome, has advised the Board of Estimate and Contract that it would be in the City's best interests to extend the original contract with Atlantic Testing Laboratories, to perform additional construction materials engineering and testing services through December 31, 2015; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the contract to extend no later than December 31, 2015 with Atlantic Testing Laboratories, to perform further construction materials engineering and testing services, pursuant to their attached memo, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



ATLANTIC TESTING LABORATORIES

WBE certified company

Utica
301 St. Anthony Street
Utica, NY 13501
315-735-3309 (T)
atlantictesting.com

May 28, 2015

City of Rome
Public Works Department
198 N. Washington Street
Rome, New York 13440

Telephone: 315-339-7635
Facsimile: 315-339-7788

Attn: Mr. Frank Tallarino

Email: Ftallarino@romecitygov.com

Re: Construction Materials Engineering and Testing Services
Wastewater Treatment Facility
Rome, New York
ATL No. UT998-136-08-14

Ladies/Gentlemen:

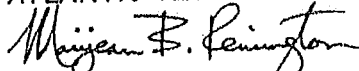
Atlantic Testing Laboratories, Limited (ATL) is currently providing services for the referenced project, in accordance with ATL No. UT998-136-08-14, dated August 11, 2014.

The referenced AGREEMENT was valid until March 31, 2014. This letter serves to extend the validation date of the AGREEMENT until December 31, 2015.

The return of one executed copy of this letter will be ATL's authorization to continue providing services.

Please contact our office should you have any questions, or if we may be of further service.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited


Marijean B. Remington
CEO

MBR/tm

cc: ATL Contracts Department

The Declarations, Services, Fees, Payment Terms, and Terms and Conditions of ATL No. UT998-136-08-14 are valid until December 31, 2015.

City of Rome

Signature

Date

Printed Name and Title
Its Duly Authorized Representative

RESOLUTION NO. 139

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY
LOCATED AT 213 E. WHITESBORO STREET VIA DEED IN LIEU OF FORECLOSURE

By _____:

WHEREAS, pursuant to §25(2) of the Rome City Charter, the City of Rome Common Council has the authority to take and hold real property for any municipal purpose and to sell and convey same in accordance with applicable law; and

WHEREAS, pursuant to §299.1 of the Rome City Charter, the City of Rome Common Council has the authority to—in lieu of prosecuting the sale or foreclosure of any parcel of real property subject to a take lien, accept a conveyance of the interest of any person having title to such a parcel; and

WHEREAS, according to records kept and maintained by the City of Rome Assessor's Wells Fargo owns real property located in the City of Rome and commonly referred to as 213 E. Whitesboro Street (Oneida County Tax Map Parcel No.: 242.066-0001-028.000-0000), hereinafter as "Property", so as to minimize tax exposure and maintenance costs; and

WHEREAS, Wells Fargo has offered to convey the Property to the City in lieu of the foreclosure and which said offer was considered and evaluated by the City of Rome Real Property Committee, which recommends that the Common Council authorize the conveyance of the Property in lieu of the foreclosure action; and

WHEREAS, the Common Council approved accepting ownership of the Property via deed-in-lieu of foreclosure on June 10, 2015, which said approval—to be final under the Rome Charter—needs to approved by the Board of Estimate & Contract; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City of Rome be and is hereby authorized to accept the donation and conveyance of property located at 213 E. Whitesboro Street, Rome, New York (Oneida County Tax Map No. 242.066-0001-028.000-0000) via a deed in lieu of foreclosure from Wells Fargo and that the Mayor of the City of Rome, or his designee, be authorized to execute any and all documents necessary to effectuate said conveyance and that the City may expend funds to record said transaction.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 140

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL LOCATED ON
404 DEPEYSTER STREET TO BUYER

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer; and

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the direct sale of the real property listed in Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

EXHIBIT "A"

TAX MAP NO. 242.065-0002-046

PROPERTY ADDRESS: 404 Depeyster Street

CONSIDERATION: \$500.00

BUYER: Rafael Hilario

RESOLUTION NO. 141

AWARDING CONTRACT TO L.P. TRUCKING & EXCAVATING LLC, FOR
RELATING TO THE CAPITOL STEPS GREEN INFRASTRUCTURE PROJECT

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with L.P. Trucking & Excavating, LLC, relating to the Capitol Steps Green Infrastructure Project, at a total contract price of \$412,265.00, pursuant to the attached Cost Estimate which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the Department of Purchasing is hereby authorized and directed to return the bid checks to the unsuccessful bidders and the bid check to the successful bidder upon the execution of the contract.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED:

DEFEATED:

| Bid Review Item | LP TRUCKING & EXCAVATING | ALLIANCE PAVING MATERIALS |
|--------------------------------|---------------------------|---------------------------|
| Cover Form Signed | ✓ | ✓ |
| Itemized Bid Form | ✓ | ✓ |
| Non-Collusive Signed | ✓ | ✓ |
| EEO Policy Statement Signed | ✓ | ✓ |
| EPA Form 6100-3 | ✓ | ✓ |
| EPA Form 6100-4 | ✓ | ✓ |
| Responsible Bidder Form Signed | ✓ | ✓ |
| Section 3 Compliance | ✓ Section 3 Resident Hire | None |
| Debarment List Check | ✓ | |

| ALTERNATE BID ITEMS | | | LP TRUCKING & EXCAVATING | | ALLIANCE PAVING MATERIALS | |
|---------------------|--|--------------------|--------------------------|-----------------------|---------------------------|-----------------------|
| Bid Item No. | Description | Estimated Quantity | Price | Total Bid Item Amount | Price | Total Bid Item Amount |
| 1 | Furnish and Install Permeable Concrete Pavers Within Parking Stalls (including subbase courses and geotextile) | 2530 SF | \$ 25.00 | \$ 63,250.00 | \$ 22.30 | \$ 56,419.00 |
| 2 | Deduct Porous Pavement Within Parking Stalls (including subbase courses and geotextile) | (-285) SY | \$ (10.00) | \$ (2,850.00) | \$ (60.00) | \$ (17,100.00) |
| 3 | Furnish and Install Recessed Granite Curbing for Parking Stalls | 195 LF | \$ 40.00 | \$ 7,800.00 | \$ 39.20 | \$ 7,644.00 |
| Total | | | | \$ 68,200.00 | | \$ 46,963.00 |

Discrepancy Indicates actual written number

minus grant amount \$ (230,900.00)

| | | |
|---------|--------------|--------------|
| overage | \$ 86,650.00 | \$ 86,650.00 |
|---------|--------------|--------------|

\$ 157,850.00

minus grant amount \$ (112,225.00)

| | | |
|---------|--------------|---------------------|
| overage | \$ 45,625.00 | <u>\$ 45,625.00</u> |
|---------|--------------|---------------------|

\$ 69,140.00

\$ 412,265.00

RESOLUTION NO. 142

AWARDING CONTRACT TO CYCON EQUIPMENT INC., FOR SUPPLY OF (1) 2015
MECHANICAL 3-WHEEL STREET SWEEPER WITH OPTIONS

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with Cycon Equipment Inc., for supply of (1) 2015 mechanical 3-wheel street sweeper, with options for the Department of Public Works, at a total contract price of \$173,994.00, pursuant to the attached Bid Documents which are made part of this Resolution; and

BE IT FURTHER RESOLVED, that the Department of Purchasing is hereby authorized and directed to return the bid checks to the unsuccessful bidders and the bid check to the successful bidder upon the execution of the contract.

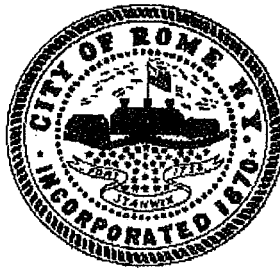
Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

JOSEPH F. FUSCO, JR.
MAYOR



DONNA M. PIEKARSKI
PURCHASING AGENT

PURCHASING DEPARTMENT

ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665 ♦ FAX (315) 838-1165
dpiekarski@romecitygov.com
www.romenewyork.com

BID NUMBER: RFB-2015-014
BID OPENING: 5/21/2015 at 3:00 PM (local time)
BID TITLE: SUPPLY (1) 2015 MECHANICAL 3-WHEEL STREET
SWEEPER WITH OPTIONS FOR DEPARTMENT OF
PUBLIC WORKS

COMPANY NAME: Cyncon Equipment Inc.

MAILING ADDRESS: 7494 West Henrietta Rd.

Rush, New York 14543

PHONE: 585-533-2500

FAX: 585-533-2501

EMAIL: rwilcox@cyncon.com

WEBSITE: cyncon.com

SIGNATURE: 

PRINTED NAME/TITLE: Richard Wilcox, General Manager

TOTAL OF BID: \$ 173,994.00

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.

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INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request For Proposal for:

BID NUMBER: RFB-2015-014
BID TITLE: SUPPLY (1) 2015 MECHANICAL 3-WHEEL STREET
SWEEPER WITH OPTIONS FOR DEPARTMENT OF
PUBLIC WORKS

This sealed bid will be publicly opened and read in the Common Council Chambers at:

BID OPENING: 5/28/2015 at 3:00 PM (local time)

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

If additional information is required, please contact:

Donna M. Piekarski, Purchasing Agent
City of Rome
198 North Washington Street
Suite B-3
Rome, NY 13440

Phone: 315-339-7665

Fax: 315-838-1165

Email: dpiekarski@romecitygov.com

Or, electronically at
www.romenewyork.com ; click on Purchasing Department; Bid Opportunities, or go to: www.centralnybidsystem.com

The City of Rome reserves the right to reject any and all bids.

GENERAL CONDITIONS

SCOPE OF WORK:

Supply (1) 2015 Mechanical 3-Wheel Street Sweeper with options for Department of Public Works.

CONTRACT PERIOD:

Contract term is for one year from date of execution. Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Donna M. Piekarski at dpiekarski@romecitygov.com or 315-339-7665.

TAX: Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax. City of Rome Federal ID No: 15-6000414

FINANCE CHARGES: The City of Rome will not be subjected to finance or late charges under this contract.

PRICE: Best and final price shall be offered. Prices shall include shipping and handling. All pricing shall remain firm for the term of the contract. The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

DURATION OF PROPOSAL OFFER: Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

METHOD OF AWARD: The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials services offered, their level of quality and conformity with the specifications, and the terms of delivery.

ACCEPTANCE OR REJECTION: The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

TIME IS OF THE ESSENCE: All times stated herein are of the essence.

NOTICE OF DELAY: If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, Donna M. Piekarski, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agree to replace repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

INSURANCE

The City of Rome New York requires general liability coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate, with The City of Rome, New York as certificate holder and additional insured. The accepted form of proof is ACORD 25 (2009/09) – Certificate of Liability Insurance.

For workers' Compensation and Disability Benefits insurance, please use forms C-105.2, U-26.3 or DB120.1, respectively. Information on these forms are located at website (<http://www.wcb.state.ny.us/content/main/Forms.jsp>).

Forms must be signed by an authorized representative of the insurer. All policies must provide for written notice to the City of Rome to be delivered in accordance with the policy provisions. All forms may be completed by your agent/broker, do not require notarization and will be accepted electronically when sent directly from your agent/broker.

| | | | | |
|--|--|--|---|--|
| C-105.2 (9/07) | Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2) | Employers insured for workers' compensation through a private insurance carrier | Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier or its licensed insurance agent. | <u>Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.</u> Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website. |
| DB-120.1 (5/06) | Certificate Of Insurance Coverage Under The NYS Disability Benefits Law | Employers insured for NYS statutory disability benefits insurance through an insurance carrier. | Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. | <u>Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.</u> Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website. |
| CE-200 (12/08) (Replaces WC/DB-100 and Form C-105.21) | Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage | Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage. | Please file with the government agency that is issuing the permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health) | These exemption forms can <u>ONLY</u> be used to attest to a government entity that an applicant requesting a permit, license or contract from that <u>government</u> entity is not required to carry <u>NYS</u> workers' compensation and/or disability benefits insurance. (<u>Instructions</u>) |

CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

LIMITATIONS:

Neither the vendor nor its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

GENERAL:

Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.

If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

LITERATURE:

Each bidder shall include product or equipment literature as available.

PROTEST AND APPEAL PROCEDURES:

Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440

Such protests will not be considered if received later than the date established in paragraph above. Protests shall be explicit and in sufficient detail to stand on their own record. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

PROPOSAL GUARANTEE (BID BOND):

Each proposal bid must be guaranteed by money order, certified check, or bid bond in the amount of 5% of the amount of the bid total.

The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

MINORITY BUSINESS ENTERPRISE PARTICIPATION:

Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.

Bidders are requested to provide the following:

- a. Is your company 51% or more women owned? ☐ yes ☒ no
- b. Is your company 51% or more minority owned? ☐ yes ☒ no
- c. If you answer YES to Number 2, check one of the following:
 ☐ Black ☐ Hispanic ☐ Alaskan Native
 ☐ AsianPacific Islands ☐ American Indian

RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization? ☐ yes ☒ no
- B. Has your firm filed for bankruptcy? ☐ yes ☒ no

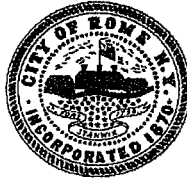
In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on the attached Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

Bidder acknowledges that the City retains the right to waive any technical noncompliance with the bid specifications so long as such noncompliance is not material or substantial. Bidder acknowledges the City has the right, in its sole discretion, to determine whether such technical noncompliance is material or whether to waive such deviation from the bid specifications.



NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

(Name of Bidder)

Richard Wilcox, General Manager
(Official capacity)

BIDDERS CHECKLIST

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included and/or read:

- | | |
|--|--------------------|
| (✓) PROPOSER'S WARRANTY | Ref Page 1 |
| (✓) INSTRUCTIONS TO BIDDERS | Ref Page 3 |
| (✓) MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 8 |
| (✓) RESPONSIBLE BIDDER | Ref Page 8 |
| (✓) DEVIATIONS SHEET | Ref Page 9 |
| (✓) NON-COLLUSIVE BIDDING CERTIFICATE | Ref Page 10 |
| (✓) BIDDERS LIST OF REFERENCES | Supplied By Bidder |

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid



TECHNICAL SPECIFICATIONS

SUPPLY (1) 2015 MECHANICAL 3-WHEEL STREET SWEEPER WITH OPTIONS FOR DEPARTMENT OF PUBLIC WORKS

To include:

- Elevator & Hopper Flusher
- 2 Piece Elevator, 11 flight Elevator
- Dual Gutter Broom
- High Rear Dump
- Hydrostatic Drive With Triple Pump
- AM/FM Radio
- Parts and Technical Manuals
- Training



BID TOTAL ITEMIZATION SHEET (IF NEEDED)

2015 Global M3 Sweeper. Meets all Specifications.

Delivery is 7-10 days after receipt of order.

GRAND TOTAL \$ 173,994.00

RESOLUTION NO. 143

AWARDING CONTRACT TO C.O. FALTER CONSTRUCTION,
FOR THE CONSTRUCTION OF THE UV FACILITY

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with C.O. Falter Construction, for the construction of the UV Facility, at a total contract price of \$6,245,101.00, pursuant to the attached Proposal which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the Department of Purchasing is hereby authorized and directed to return the bid checks to the unsuccessful bidders and the bid check to the successful bidder upon the execution of the contract.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED:

DEFEATED:



June 5, 2013

Mr. Frank Tallarino, P.E.
Commissioner of Public Works
City of Rome, New York
City Hall
198 N. Washington Street
Rome, NY 13440

Re: Bid Review
UV Disinfection Facility
City of Rome, New York
GHD No. 8616503.0

Dear Frank:

Sealed bids for the Filtration Plant Improvements for Contract Nos. 1, 2, 3, and 4 were opened on May 28, 2015 at 3:00 p.m. The bids received are summarized on the attached Canvass of Bids. The low base bids for Contract Nos. 1 through 4 are as follows:

| CONTRACT No. | BIDDER | BASE BID AMOUNT |
|------------------------------------|--------------------------------------|---------------------|
| 1 – General | C.O. Falter Construction Corporation | \$6,245,101 |
| 2 – Electrical and Instrumentation | BeKen Contracting Services, LLC | \$930,530 |
| 3 – HVAC | No Bids Received | No Bids Received |
| 4 – Plumbing | No Bids Received | No Bids Received |

Contract No. 1 – General, includes two Deductive Alternate Bid Items. The total of the two Deductive Alternate Bid Items submitted by the low bidder above is \$792,400. Based on the results of the Base Bids, we understand that the City has elected not to award either Deductive Alternate to the low bidder. Therefore, the Base Bid amounts shown in the table above represent the total bid amounts for Contracts 1 through 4.

There were no bids received for Contract 3 – HVAC and Contract 4 - Plumbing. We have contacted prospective bidders for these contracts and were told that schedule conflicts around the time of the bid opening prevented them from submitting a bid, but these contractors would be interested in bidding if given another opportunity. As such, we understand that the City has elected to re-bid both Contract 3 - HVAC and Contract 4 - Plumbing.

We have contacted each of the low bidders for Contract 1 and 2 and they are comfortable with their bids. Therefore, based upon our review of each bid proposal, and with concurrence from the City's council, we



Mr. Frank Tallarino, P.E.

find no cause or reason why the City of Rome should not award Contract No. 1 and 2 to the low bidders in the total bid amounts shown in the table above.

Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

GHD CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read 'N. Hyde', written over the printed name.

Nicholas Hyde, P.E.
Project Engineer

NJH/mrv
Enclosure

cc: Kevin Castro, P.E., GHD (w/o enc)



PROJECT NAME: City of Rome - UV Facility
CONTRACT NO. 1 - General
LOCATION: City of Rome, New York
CHD JOB NO.: 8616503

DS OPENED: May 28, 2015 at 3:00 pm

| ESTIMATE QUANTITIES | | UNITS | BID #1 | | BID #2 | | BID #3 | | BID #4 | | |
|----------------------------|--|--------|-------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| BID ITEM DESCRIPTION | | | RATE | TOTAL | RATE | TOTAL | RATE | TOTAL | RATE | TOTAL | |
| A-1 | General Construction | 1 | LS | - | \$4,908,686 | - | \$6,610,000 | - | \$6,150,000 | - | \$7,191,675 |
| A-2 | Special Services | 1 | LS | - | \$463,805 | - | \$463,805 | - | \$463,805 | - | \$463,805 |
| A-3 | Construction Documentation | 1 | LS | - | \$5,000 | - | \$5,000 | - | \$5,000 | - | \$5,000 |
| A-4 | Minimum Price = \$5,000 | 1 | LS | - | \$5,000 | - | \$5,000 | - | \$5,000 | - | \$5,000 |
| B-1 | Excavations Below Subgrade | 100 | Cubic Yards | \$15.00 | \$1,500 | \$15.00 | \$1,500 | \$20.00 | \$2,000 | \$23.00 | \$2,300 |
| B-2 | Special Backfill Material | 100 | Cubic Yards | \$30.00 | \$3,000 | \$30.00 | \$3,000 | \$30.00 | \$3,000 | \$57.00 | \$5,700 |
| B-3 | Rock Excavation | 20 | Cubic Yards | \$100.00 | \$2,000 | \$75.00 | \$1,500 | \$200.00 | \$4,000 | \$246.00 | \$4,920 |
| B-4 | Additional Expository Excavations | 50 | Cubic Yards | \$15.00 | \$750 | \$80.00 | \$4,000 | \$50.00 | \$2,500 | \$82.00 | \$4,100 |
| B-5 | Reservoir Shotcrete Lining Repair | 10,000 | Square Feet | \$38.64 | \$386,400 | \$50.00 | \$500,000 | \$35.00 | \$350,000 | \$20.00 | \$200,000 |
| B-6 | Reservoir Shotcrete Joint Repair | 2,000 | Square Feet | \$77.28 | \$154,560 | \$70.00 | \$140,000 | \$35.00 | \$70,000 | \$11.00 | \$22,000 |
| B-7 | Reservoir Channel Walls Repair | 500 | Square Feet | \$50.00 | \$25,000 | \$50.00 | \$25,000 | \$15.00 | \$7,500 | \$20.00 | \$10,000 |
| B-8 | Reservoir Epoxy Injection Crack Repair | 100 | Linear Feet | \$47.00 | \$4,700 | \$80.00 | \$8,000 | \$45.00 | \$4,500 | \$27.00 | \$2,700 |
| B-9 | Reservoir Urethane Injection Repair | 100 | Linear Feet | \$47.00 | \$4,700 | \$80.00 | \$8,000 | \$45.00 | \$4,500 | \$43.00 | \$4,300 |
| B-10 | Pressure Wash Reservoir Concrete Liner | 10,000 | Square Feet | \$2.00 | \$20,000 | \$1.00 | \$10,000 | \$3.00 | \$30,000 | \$1.25 | \$12,500 |
| B-11 | Remove and Dispose Reservoir Sediment | 1,000 | Cubic Yards | \$100.00 | \$100,000 | \$45.00 | \$45,000 | \$60.00 | \$60,000 | \$55.00 | \$55,000 |
| F-1 | Miscellaneous Additional Work Allowance | 1 | LS | - | \$100,000 | - | \$100,000 | - | \$100,000 | - | \$100,000 |
| F-2 | Allowance for Gas Service Installation | 1 | LS | - | \$60,000 | - | \$60,000 | - | \$60,000 | - | \$60,000 |
| Total Bid Price - Base Bid | | | | **\$6,245,101 | | \$6,989,805 | | \$7,321,805 | | \$8,149,000 | |
| GENERAL CONTRACTOR'S TOTAL | | | | | | | | | | | |
| D-1 | Delete the Cleaning of the 50 MG Reservoir | 1 | LS | - | \$712,400 | - | \$772,000 | - | \$542,000 | - | \$306,500 |
| D-2 | Delete Sump Pump Modifications | 1 | LS | - | \$80,000 | - | \$94,000 | - | \$68,000 | - | \$10,000 |

* Mathematical discrepancy between the sum of individual bid items and the calculated sum. Corrected in accordance with the Bid Form.

RESOLUTION NO. 144

AWARDING CONTRACT TO BEKEN CONTRACTING SERVICES,
FOR THE ELECTRICAL AND INSTRUMENTATION FOR
THE CONSTRUCTION OF THE UV FACILITY

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with BeKen Contracting Services, for the electrical and instrumentation for the construction of the UV Facility, at a total contract price of \$930,530.00, pursuant to the attached Proposal which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the Department of Purchasing is hereby authorized and directed to return the bid checks to the unsuccessful bidders and the bid check to the successful bidder upon the execution of the contract.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



June 5, 2013

Mr. Frank Tallarino, P.E.
Commissioner of Public Works
City of Rome, New York
City Hall
198 N. Washington Street
Rome, NY 13440

Re: Bid Review
UV Disinfection Facility
City of Rome, New York
GHD No. 8616503.0

Dear Frank:

Sealed bids for the Filtration Plant Improvements for Contract Nos. 1, 2, 3, and 4 were opened on May 28, 2015 at 3:00 p.m. The bids received are summarized on the attached Canvass of Bids. The low base bids for Contract Nos. 1 through 4 are as follows:

| CONTRACT NO. | BIDDER | BASE BID AMOUNT |
|------------------------------------|--------------------------------------|------------------|
| 1 – General | C.O. Falter Construction Corporation | \$6,245,101 |
| 2 – Electrical and Instrumentation | BeKen Contracting Services, LLC | \$930,530 |
| 3 – HVAC | No Bids Received | No Bids Received |
| 4 – Plumbing | No Bids Received | No Bids Received |

Contract No. 1 – General, includes two Deductive Alternate Bid Items. The total of the two Deductive Alternate Bid Items submitted by the low bidder above is \$792,400. Based on the results of the Base Bids, we understand that the City has elected not to award either Deductive Alternate to the low bidder. Therefore, the Base Bid amounts shown in the table above represent the total bid amounts for Contracts 1 through 4.

There were no bids received for Contract 3 – HVAC and Contract 4 - Plumbing. We have contacted prospective bidders for these contracts and were told that schedule conflicts around the time of the bid opening prevented them from submitting a bid, but these contractors would be interested in bidding if given another opportunity. As such, we understand that the City has elected to re-bid both Contract 3 - HVAC and Contract 4 - Plumbing.

We have contacted each of the low bidders for Contract 1 and 2 and they are comfortable with their bids. Therefore, based upon our review of each bid proposal, and with concurrence from the City's council, we



Mr. Frank Tallarino, P.E.

find no cause or reason why the City of Rome should not award Contract No. 1 and 2 to the low bidders in the total bid amounts shown in the table above.

Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

GHD CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "N. Hyde", is written over the printed name of Nicholas Hyde.

Nicholas Hyde, P.E.
Project Engineer

NJH/mrv
Enclosure

cc: Kevin Castro, P.E., GHD (w/o enc)



PROJECT NAME: City of Rome - UV Facility
 CONTRACT NO. 2 - Electrical and Instrumentation
 LOCATION: City of Rome, New York
 GHD JOB NO.: 8616503

35 OPENED: May 23, 2015 at 3:00 pm

| ITEM | DESCRIPTION | ESTIMATED QUANTITIES | UNITS | Base Bidder #1 BIDDER NAME: BIDDING SYSTEMS INC. 1000 COURT STREET SYRACUSE, NY 13208 | Base Bidder #2 BIDDER NAME: BIDDING SYSTEMS INC. 1000 COURT STREET SYRACUSE, NY 13208 | Base Bidder #3 BIDDER NAME: BIDDING SYSTEMS INC. 1000 COURT STREET SYRACUSE, NY 13208 | Base Bidder #4 BIDDER NAME: BIDDING SYSTEMS INC. 1000 COURT STREET SYRACUSE, NY 13208 | Base Bidder #5 BIDDER NAME: BIDDING SYSTEMS INC. 1000 COURT STREET SYRACUSE, NY 13208 | Base Bidder #6 BIDDER NAME: BIDDING SYSTEMS INC. 1000 COURT STREET SYRACUSE, NY 13208 | Base Bidder #7 BIDDER NAME: BIDDING SYSTEMS INC. 1000 COURT STREET SYRACUSE, NY 13208 |
|------|---|----------------------|-------|--|--|--|--|--|--|--|
| A-1 | Electrical Construction | 1 | LS | - | - | - | - | - | - | - |
| A-2 | Electrical Record Drawings | 1 | LS | - | - | - | - | - | - | - |
| | Minimum Price = \$5,000 | | | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| 3-1 | Low Voltage Conductor Terminals | 100 | Each | \$10.00 | \$5.50 | \$5.50 | \$5.50 | \$5.50 | \$5.50 | \$5.50 |
| 3-2 | Additional Conduit - 3/4-Inch Type "A" | 200 | Feet | \$10.00 | \$2,000 | \$12.00 | \$2,400 | \$6.64 | \$1,728 | \$13.52 |
| 3-3 | Additional Conduit - 3/4-Inch Type "D" | 200 | Feet | \$3.00 | \$600 | \$4.53 | \$906 | \$6.25 | \$1,250 | \$7.51 |
| 3-4 | Additional Conduit - 3/4-Inch Type "E" | 200 | Feet | \$15.00 | \$3,000 | \$20.25 | \$4,050 | \$11.65 | \$2,330 | \$26.12 |
| 3-5 | Additional Conduit - 3/4-Inch Type "G" | 200 | Feet | \$8.00 | \$1,600 | \$10.15 | \$2,030 | \$9.00 | \$1,800 | \$6.05 |
| 3-6 | Additional Conductor and Cable - No. 12, THWN | 500 | Feet | \$0.85 | \$425 | \$0.76 | \$380 | \$0.52 | \$260 | \$0.60 |
| 3-7 | Additional Conductor and Cable - No. 14, THWN | 500 | Feet | \$0.81 | \$405 | \$0.60 | \$300 | \$0.41 | \$205 | \$0.50 |
| 3-8 | Additional Conductor and Cable - 10-2#16 Shielded Instrumentation Cable | 500 | Feet | \$1.00 | \$500 | \$2.48 | \$1,240 | \$0.71 | \$355 | \$1.44 |
| 3-9 | Miscellaneous Additional Work Allowance | 1 | LS | - | \$50,000 | - | \$50,000 | - | \$50,000 | - |
| 3-10 | SCADA Software Allowance | 1 | LS | - | \$20,000 | - | \$20,000 | - | \$20,000 | - |
| 3-11 | SCADA Hardware Allowance | 1 | LS | - | \$5,000 | - | \$5,000 | - | \$5,000 | - |
| | Total Bid Price - Base Bid | | | \$930,530 | \$961,856 | \$1,013,243 | \$1,025,386 | \$1,063,671 | \$1,267,238 | \$1,267,238 |

**Mathematical discrepancy between unit prices and totals. Corrected in accordance with the Bid Form.

RESOLUTION NO. 145

AWARDING CONTRACT TO RICK TURK TREE SERVICE, INC.,
FOR TREE REMOVAL SERVICES

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with Rick Turk Tree Service, Inc., for tree removal services for City trees located in the City of Rome, New York, (City Trees: any tree located in a City Park, City Right-of-Way, or Publicly Owned Green Space). Rick Turk Tree Service will supply a crane that meets or exceeds all NYS regulations, including being current on all inspections and an operator who is fully licensed and insured to operate such, at the below listed rates which are pursuant to the attached Bid Documents, which are made part of this Resolution:

| <u>Size Class</u> | <u>DBH</u> | <u>Unit Price</u> |
|---|--------------------|--------------------------|
| A | 1" – 12.9" | <u>\$150.00</u> |
| B | 13" – 24.9" | <u>\$600.00</u> |
| C | 25" – 36.9" | <u>\$1,100.00</u> |
| D | 37" – 47.9" | <u>\$1,400.00</u> |
| E | > 48" | <u>\$700.00</u> |
| <u>Trimming (Raise Canopy to a Minimum of 15 feet)</u> | | <u>\$150.00</u> |

BE IT FURTHER RESOLVED, that the Department of Purchasing is hereby authorized and directed to return the bid checks to the unsuccessful bidders and the bid check to the successful bidder upon the execution of the contract.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

JOSEPH R. FUSCO, JR.
MAYOR



DONNA M. PIEKARSKI
PURCHASING AGENT

PURCHASING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665 ♦ FAX (315) 838-1165
dpiekarski@romecitygov.com
www.romenewyork.com

BID NUMBER: RFP-2015-015

BID TITLE: Provide tree removal service for trees located in the City of Rome, New York, i.e. City Trees: Any tree located in a City Park, City Right-Of-Way, or Publicly-Owned Green Space. The company must supply a crane that meets or exceeds all NYS regulations, including being current on all inspections and an operator who is fully licensed and insured to operate such.

BID OPENING: 5/28/2015 at 3:00 PM (local time)

COMPANY NAME: Rick Turk Tree Service, Inc.

MAILING ADDRESS: 8333 New Floyd Rd.
Rome, NY 13440

PHONE: 315-206-7036

FAX: 315-206-7038

EMAIL: rtt.s.julie@gmail.com

WEBSITE: rickturktreeservice.com

SIGNATURE: Rick Turk

PRINTED NAME/TITLE: Rick C. Turk / Owner / Operator

BID PRICING:

| Size Class | DBH | Unit Price |
|---|-------------|-----------------------|
| A | 1" - 12.9" | \$ 150 ⁰⁰ |
| B | 13" - 24.9" | \$ 600 ⁰⁰ |
| C | 25" - 36.9" | \$ 1100 ⁰⁰ |
| D | 37" - 47.9" | \$ 1400 ⁰⁰ |
| E | > 48" | \$ 700 ⁰⁰ |
| Trimming (Raise Canopy to a Minimum of 15 Feet) | | \$ 150 ⁰⁰ |

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



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INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request For Bid Proposal for:

BID NUMBER: RFP-2015-015

BID TITLE: *Provide tree removal service for trees located in the City of Rome, New York, i.e. City Trees: Any tree located in a City Park, City Right-Of-Way, or Publicly-Owned Green Space. The company must supply a crane that meets or exceeds all NYS regulations, including being current on all inspections and an operator who is fully licensed and insured to operate such.*

This sealed bid will be publicly opened and read in the Common Council Chambers at:

5/28/2015 at 3:00 PM (local time)

Proposer's Warranty Form, Responsible Bidder Form and Non-Collusive Statement must be completed and signed and returned with proposal.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk
Rome City Hall
198 North Washington Street
Rome, NY 13440**

If additional information is required, please contact:

**Donna M. Piekarski, Purchasing Agent
City of Rome
198 North Washington Street
Rome, NY 13440
Phone: 315-339-7665
Fax: 315-838-1165**

Email: dpiekarski@romecitygov.com Or, electronically at www.romenewyork.com; click on Purchasing Department; Bid Opportunities.

The City of Rome, New York, reserves the right to reject any or all proposals or to accept any bid deemed to be in its best interest.



GENERAL CONDITIONS

- A. SCOPE OF WORK:**
Provide tree removal service for trees located in the City of Rome, New York, i.e. City Trees: Any tree located in a City Park, City Right-Of-Way, or Publicly-Owned Green Space.
- The company must supply a crane that meets or exceeds all NYS regulations, including being current on all inspections and an operator who is fully licensed and insured to operate such.*
- B. QUESTIONS REGARDING SPECIFICATIONS:**
ALL questions must be directed to the Purchasing Agent, Donna Piekarski at dpiekarski@romecitygov.com or (315) 315-339-7665.
- C. CONTRACT PERIOD:**
Effective for (1) year from date of execution with (2) 1 year extensions upon mutual agreement of both parties.
- D. TAX:**
Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax.
- E. FINANCE CHARGES:**
The City of Rome will not be subjected to finance or late charges under this contract.
- F. PRICE AND PRICE ADJUSTMENTS:**
Best and final price shall be offered. Prices shall be FOB to the destination required by the Fire Department personnel. The prices, terms and conditions quoted shall be firm and remain in effect for duration of contract. No handling charges will be assessed.
- G. DURATION OF PROPOSAL OFFER:**
Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.
- H. METHOD OF AWARD:**
The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.
- I. ACCEPTANCE OR REJECTION:**
The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

J. COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

K. TIME IS OF THE ESSENCE: All times stated herein are of the essence.

L. NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

M. GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agree to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

N. INSURANCE

The City of Rome New York requires general liability coverage in the amount of \$1,000,000 each occurrence /\$2,000,000 general aggregate, with The City of Rome, New York as certificate holder and additional insured. The accepted form of proof is ACORD 25 (2009/09) – Certificate of Liability Insurance.

For workers' Compensation and Disability Benefits insurance, please use forms C-105.2, U-26.3 or DB120.1, respectively. Information on these forms are located at website (<http://www.wcb.state.ny.us/content/main/Forms.jsp>).

Forms must be signed by an authorized representative of the insurer. All policies must provide for written notice to the City of Rome to be delivered in accordance with the policy provisions. All forms may be completed by your agent/broker, do not require notarization and will be accepted electronically when sent directly from your agent/broker.

| | | | | |
|--|--|--|---|--|
| C-105.2 (9/07) | Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2) | Employers insured for workers' compensation through a private insurance carrier | Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier or its licensed insurance agent. | <u>Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.</u> Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website. |
| DB-120.1 (5/06) | Certificate Of Insurance Coverage Under The NYS Disability Benefits Law | Employers insured for NYS statutory disability benefits insurance through an insurance carrier. | Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. | <u>Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.</u> Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website. |
| CE-200 (12/08) (Replaces WC/DB-100 and Form C-105.21) | Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage | Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage. | Please file with the government agency that is issuing the permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health) | These exemption forms can <u>ONLY</u> be used to attest to a government entity that an applicant requesting a permit, license or contract from that <u>government</u> entity is not required to carry NYS workers' compensation and/or disability benefits insurance. (Instructions) |

O. MINORITY BUSINESS ENTERPRISE PARTICIPATION:

1. Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;
2. A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.
3. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.
4. A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.
5. Bidders are requested to provide the following:
 - a. Is your company 51% or more women owned? ____yes
 ☒ no
 - b. Is your company 51% or more minority owned?
 ____yes ☒ no
 - c. If you answer YES to Number 2, check one of the following:
 ____ Black ____ Hispanic ____ Alaskan Native
 ____ Asian/Pacific Islands ____ American Indian

P. CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

Q. LIMITATIONS:

1. Neither the vendor or its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.
2. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

R. GENERAL:

1. Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.
2. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.
3. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

S. DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on the attached Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

T. LITERATURE:

Each bidder shall include product or equipment literature as available.

U. PROTEST AND APPEAL PROCEDURES:

1. Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:
City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440
2. Such protests will not be considered if received later than the date established in paragraph above.
3. Protests shall be explicit and in sufficient detail to stand on their own record.
4. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.



STATE OF NEW YORK, Section 103-a

GENERAL MUNICIPAL LAW COMPLIANCE

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

Effective: July 1, 1959



ATTENTION

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included, as applicable to this bid.

1. (✓) BID BOND OR CERTIFIED CHECK *NA*
2. (✓) BID SPECIFICATIONS
3. (✓) BIDDERS MANUFACTURING SPECIFICATIONS IF APPLICABLE
4. (✓) BIDDERS REFERENCES
5. (✓) BIDDERS QUALIFICATIONS
6. (✓) MANUFACTURERS WARRANTIES
7. (✓) INSTRUCTIONS TO BIDDERS
8. (✓) RESPONSIBLE BIDDER FORM
9. (✓) DEVIATIONS SHEET
10. (✓) PROPOSER'S WARRANTY (On Page 1)
11. (✓) NON-COLLUSIVE STATEMENT
12. (✓) DELIVERY DATE

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid.



DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on the attached Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

Bidder acknowledges that the City retains the right to waive any technical noncompliance with the bid specifications so long as such noncompliance is not material or substantial. Bidder acknowledges the City has the right, in its sole discretion, to determine whether such technical noncompliance is material or whether to waive such deviation from the bid specifications.



RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?

_____ yes

_____ ☒ no

- B. Has your firm filed for bankruptcy? _____ yes _____ ☒ no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.



NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

Rich C. Thum
(Name of Bidder)

Owner / Operator / President
(Official capacity)



TECHNICAL SPECIFICATIONS

Provide tree removal service for trees located in the City of Rome, New York, ie City Trees: Any tree located in a City Park, City Right-Of-Way, or Publicly-Owned Green Space.

The company must supply a crane that meets or exceeds all NYS regulations, including being current on all inspections, and an operator who is fully licensed and insured to operate such.

1. SCOPE AND QUALIFICATIONS OF THE CONTRACTOR

A. The work under these specifications shall consist of the removal of trees of various sizes located on City property. Each Tree will be identified by an orange "X" painted on the front at DBH (4.5 feet above ground level). The specifications contain descriptions of the sizes in each of Five (5) groups of trees.

Each Bidder must have owned and operated a full time tree service business for at least three (3) years prior to bidding on the work described in these specifications.

Furthermore, each bidder must have at least two (2) full time, qualified tree trimmers in his employ prior to the opening of bids on the date listed herein.

Each prospective bidder must also have legal access (ownership or contractual) to the following pieces of equipment necessary for tree removal and trimming operations:

1. One Aerial Lift – 50 foot reach (i.e., Lift-All, Hi-Ranger, etc.,)
2. One Brush Chipper – 13" minimum feed
3. One Licensed & Certified Telescopic Boom Crane
4. One Heavy Duty Stump Machine Engine – 65 HP or better
5. *Recommended: One Front-end Loader or Log Loader*

Failure to meet the foregoing requirements will result in rejection of the bid. Prior to the award of the contract, the low bidder must allow a representative of the City Forester access to the bidder's past work records and an inspection of company-owned equipment.

B. BID ON SIZE CLASS PER UNIT

Bidders are to submit one bid as a unit price for removal of trees in each size class A to E inclusive. This will be the Contractor's price for each removal according to size class. Failure to comply with this provision will result in rejection of the contractor's bid.

| Size Class | DBH |
|-------------------|------------------|
| A* | 1" - 12" |
| B | 13" - 24" |
| C | 25" - 36" |
| D | 37" - 48" |
| E | > 48" |

* Size Class A is to include minor trimming (hangers, hazard limbs) as described on tree list.

C. TREE LIST

Contractor will be provided with an Approved Removal List indicating the exact location of the initial trees to be removed will be given to the contractor at the beginning of the contract, including supplemental lists during the duration of the contract. It will be the contractor's obligation to honor such list(s) until the contract is expired. In the event there is any difficulty in determining which trees are to be removed, the City Forester or a designee thereof will accompany the contractor and designate the exact trees.

D. THE ENTIRE CONTRACT WILL BE AWARDED TO ONLY ONE BIDDER.

2. NO STUMP REMOVAL

Stumps & Roots are the responsibility of the City of Rome.

3. DISPOSITION OF TREES AND CUTTINGS

Contractor is responsible for removal and disposition of all debris, including cleanup of trunks, branches, chips, etc. ALL DEBRIS MUST BE REMOVED AND DISPOSED OF AT THE END OF THE WORK DAY.

In the interest of conservation, the contractor shall make every effort possible to salvage wood produced as a result of tree removal. The Contractor will have the following options or combination of options for disposal of wood:

1. Any wood that is hewn into firewood lengths should be made available free of charge to residents living near the tree removal sites.
2. Wood may be reduced to chips, and disposed of at a city-approved site to be utilized as mulch for city projects, provided the chips are a maximum of 1/2" diameter.

4. PUBLIC SERVICE STRUCTURES

Contractor is responsible for notifying all public service agencies whose wires, pipes, conduits, poles or other structures may be affected by the operation. This includes water service, fire hydrants, gas service, and sewer vents. Suppliers include, but are not limited to: National Grid, Time Warner, Verizon, and the City of Rome Department of Public Works.

5. WARNINGS

Suitable warnings must be given to pedestrians and vehicular traffic at all times during removal operations. SAFETY IS THE TOP PRIORITY AND WILL NOT BE COMPROMISED. "MEN WORKING" and other appropriate signage must be posted clearly during any operations.

28" Traffic Cones must be used during removal and trimming operations to direct traffic away from work area.

6. TRAFFIC REGULATIONS

The Contractor shall arrange his work so that walks and streets are not completely obstructed for long periods of time. Contractors must comply with existing traffic ordinances and NYSDOT regulations, and should contact the local authorities in order to notify them of removal activities. If necessary, the City Forester will facilitate requests made to the City.

7. CAUTION

Care shall be exercised to avoid damage to adjacent walls, trees, landscape plantings, lawns, steps, roofs, wires, lights, conduits, sewer vents, and other structures.

8. DAMAGE

Contractor shall correct ANY and ALL damage to property. The City of Rome will not assume liability for any such damage. In the event of damage, the Contractor will provide a statement of release on company letterhead, confirming that the City of Rome is held free from liability for any such damage.

9. PERMITS

Contractor shall obtain all required licenses and permits at his/her own expense.

10. SUPERVISION AND COORDINATION

Contractor shall coordinate with and abide by the directions provided by the City Forester or Tree Foreman. Reports will be made weekly to the City Forester by fax, phone, or email, indicating past completion and anticipated activities.

11. COMPLETION & PAYMENT

All work must be completed within sixty (60) days of receipt of each Removal List, to be provided by the City Forester, beginning with Phase I. Upon completion, the Contractor shall submit an itemized copy of the completed Removal List denoting completion.

Payments will be made upon completion of Removal List. Payment and/or further tree work will be withheld until the Contractor has satisfactorily completed the current trees on the Removal List. Contractor will agree to complete Phases II and III of additional removals during the remaining duration of the contract; not to exceed 75 trees, unless mutually agreed in writing by both parties.

Given the hazardous nature of trees designated on the Removal List, it is critical that the trees be removed in a timely manner. Failure to comply with this will result in termination of the contract.



BID TOTAL ITEMIZATION SHEET (IF NEEDED)

[illegible]



PREVAILING WAGE SCHEDULE

FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS or ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<http://wpp.labor.state.ny.us/wpp/doPublicNewProject.do>

PRC No 2015003810

If you do not have internet access, you may contact the City of Rome Purchasing Department at 315-339-7665 to request a copy of the prevailing rate schedule provided for this project.

CERTIFIED PAYROLLS - WAGE RATES

In accordance with the New York State Labor Law every contractor should submit to the City of Rome their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the City has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.

RESOLUTION NO. 146

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

| <u>FROM CODE NO.</u> | | <u>AMOUNT</u> |
|----------------------|------------------------------|---------------|
| AG1325.418 | Treasurer: Contract Services | \$490.00 |
| <u>TO CODE NO.</u> | | <u>AMOUNT</u> |
| AG1325.409 | Treasurer: Conference | \$490.00 |

REASON: Pay for mileage and meal expenses related to NYS Comptroller's Office training for David Nolan, Jennifer Gotti and Pasquale Lisandrelli.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 147

AUTHORIZING THE DELETION OF ONE POSITION OF WATER FILTRATION
TREATMENT PLANT OPERATOR AND THE CREATION OF ONE POSITION
OF LABORER AND WATER TREATMENT PLANT OPERATOR TRAINEE
WITHIN THE WATER FILTRATION DEPARTMENT

By _____:

WHEREAS, it is the recommendation of Frank D. Tallarino, Commissioner of the Department of Public Works for the City of Rome, that one (1) position of Water Filtration Treatment Plant Operator be deleted and the creation of one (1) position of Laborer and Water Treatment Operator Trainee occur within the Water Filtration Department, effective June 15, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that that one (1) position of Water Filtration Treatment Plant Operator be deleted and the creation of one (1) position of Laborer and Water Treatment Operator Trainee occur within the Water Filtration Department, effective June 15, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED: